

IN THE GRAND COURT OF THE CAYMAN ISLANDS

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293  
CAUSE NO. OF 2003

**BETWEEN:** ISLAND PAVING (1985) LIMITED PLAINTIFF  
**AND:** WILLY GIGER DEFENDANT



**WRIT OF SUMMONS**



**TO:**  
**Mr. Willy Giger,**  
**P.O. Box 10735 APO,**  
**Grand Cayman,**  
**Cayman Islands.**

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Writ of Summons on you, counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 30<sup>th</sup> day of April, 2003

NOTE:- This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by Order of the Court.

### **IMPORTANT**

Directions for Acknowledgement of Service are given with the accompanying form.

### **PARTICULARS OF CLAIM**

1. The Plaintiff is a paving company incorporated and licensed to carry on business in the Cayman Islands, having its registered offices and place of business at North Sound Road, George Town, Grand Cayman.
2. The Defendant is a resident of the Cayman Islands.
3. By an agreement made on or about 31<sup>ST</sup> December 1999, it was agreed that in consideration of the Plaintiff extending credit facility to the Defendant, the Defendant would pay the Plaintiff the cost of the goods supplied within 30 days of the date of purchase. It was also agreed that if the outstanding amount was not paid prior to the next billing date, interest would be charged thereon at the rate of 1½% per month until satisfaction of the debt.
4. In pursuance of the said agreement, the Plaintiff supplied and delivered to the Defendant the goods itemised in the invoice on the date and at the costs marked thereon. The Defendant has received a copy of the said invoice.
5. The Defendant made payments on this account at sporadic intervals over the years.
6. By letter dated the 7th April 2003 the Plaintiff, through its Attorneys-at-Law demanded that the Defendant pay the sum then owed, including interest thereon.
7. Notwithstanding the said demand, the Defendant has made no further payment on this account towards the settlement of this debt.

8. As at the 29th of April 2003, the amount due and owing to the Plaintiff by the Defendant was CI\$15,007.83 (excluding costs). The outstanding amount is comprised of the following:

Price of goods received by the Defendant	CI\$ 13,896.86
Total interest applied to the debt to date	CI\$ 8,610.97
Less payments made by Defendant	CI\$ 7,500.00

9. By reason of the matters aforesaid the Plaintiff has incurred loss and expense.

**AND THE PLAINTIFF CLAIMS: -**

1. The sum of CI\$15,007.83
2. Interest.
3. Costs.

**STATEMENT REGARDING INTEREST:**

- i. The rate of pre-judgment interest claimed is 1½% per month calculated on a daily basis.
- ii. For the purpose of interest calculation, the relevant dates are the 31<sup>st</sup> January 1999 to April 28<sup>th</sup>, 2003.
- iii. Interest accrues thereafter on the outstanding balance at a rate of 4½% per month pursuant to the Judicature Law (2002 Revision), which is equivalent to a per diem rate of CI\$1.90.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$15,007.83 (excluding fixed costs of CI\$500.00, filing fees and accrued interest) further proceedings will be stayed. The money must be paid to the Plaintiff's attorneys.

  
**CHARLES ADAMS, RITCHIE & DUCKWORTH**  
**ATTORNEYS-AT-LAW FOR THE PLAINTIFF**

This Writ and Statement of Claim were filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies.

BETWEEN:	ISLAND PAVING (1985) LIMITED	PLAINTIFF
AND:	WILLY GIGER	DEFENDANT

**ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS**

Important. Read the accompanying Delay may result in judgment being direction and notes for guidance carefully entered against a Defendant whereby he before completing this form. If any may have to pay the costs of applying to information required is omitted or given set it aside. wrongly, THIS FORM MAY HAVE TO BE RETURNED.

\_\_\_\_\_  
State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

1. State whether the Defendant intends to contest the proceedings (tick appropriate box)  
 Yes  No

2. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box).  
 Yes  No

\_\_\_\_\_  
Service of the Writ is acknowledged accordingly

(Signed) .....  
[Attorney] for  
Address for Service:

## Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been serve on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a *guardian ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.